

LOUISIANA HOUSING CORPORATION



REQUEST FOR PROPOSALS

for

PROPERTY MANAGEMENT SERVICES

of

WILLOWBROOK APARTMENTS

Issue Date: April 20, 2015

Last Day to Submit Proposals: May 22, 2015

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I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Issuer and Purpose

This Request for Proposals (RFP) is being issued by the Louisiana Housing Corporation (hereinafter referred to as the “LHC” or the “Corporation”) to obtain competitive proposals from bona fide, qualified Proposers interested in providing comprehensive management services for a LHC-owned property located in New Orleans, Louisiana. The property is a 408-unit residential complex that includes families and other adult residents. As an affordable-housing development, the property has eligibility restrictions that are outlined below. The property may hereinafter be referred to as “Property”, or “Premises.” Management and operations of the Property shall include determining tenant eligibility using the established income qualifications prior to accepting tenants, as well as continuing to certify the tenants as eligible throughout the duration of their tenancy at the Property.

This RFP is available in electronic form at <http://www.lhc.la.gov/>. The RFP is also available in printed form by submitting a written request to the RFP Coordinator.

B. Property Information

The 408-unit Property is an existing development identified as Willowbrook Apartments. It is situated on about 17 acres, and its address is 7001 Bundy Road, located in the eastern portion of New Orleans, Louisiana. The property currently has approximately a 90% occupancy rate.

Willowbrook Apartments experienced damage during Hurricane Katrina and has been renovated. The unit mix consists of 216 one-bedroom units and 192 two-bedroom units. Amenities include a swimming pool, clubhouse, tennis court, and playground equipment. Proposers seeking additional information regarding the layout of this Property, prior operations, etc. may contact the RFP Coordinator.

C. Required Experience and Qualifications

Proposers must provide evidence of at least three (3) years’ experience in managing multi-unit rental housing developments requiring compliance with HUD regulations and familiarity with the submission of various HUD-required forms. Proposals should also demonstrate that the Proposer has expertise in providing tenant services designed to maintain residents’ social, family and community interaction.

D. The RFP Coordinator

Requests for copies of the RFP and written questions shall be directed to the RFP Coordinator using the information below:

ATTN: Victoria Hilton
RFP for Property Management-Willowbrook Apartments
Louisiana Housing Corporation-Industriplex Office
11637 Industriplex Boulevard
Baton Rouge, LA 70809
Phone: (225) 754-1441
Fax: (225) 754-1468
E-mail: vhilton@lhc.la.gov

E. Important Dates and Deadlines

	Date	Time (CST)
1. RFP Published and Posted to LHC Website.....	April 20, 2015	5:00 p.m.
2. Mandatory Pre-Submittal Conference (LHC-Industriplex office)	May 1, 2015	10:00 a.m.
3. Deadline for Submitting Written Inquiries	May 6, 2015	2:00 p.m.
4. Response to Written Inquiries	May 13, 2015	4:00 p.m.
5. Deadline for Submitting Proposals	May 22, 2015	12:00 p.m.
6. Selection of Contractor.....	June 10, 2015	12:00 p.m.
7. Contract Initiation.....	To Be Decided	

NOTE: The LHC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

F. Proposer Inquiries

LHC will consider written inquiries regarding this RFP only if they are submitted before the deadline for submitting written inquiries specified in “Section I (E) - Important Dates and Deadlines” above. To be considered, written inquiries and requests for clarification of the content of this RFP may be emailed or mailed to the RFP Coordinator at the above address and received by the Corporation no later than 4:00 p.m. CST on the date specified. Inquiries shall clearly reference the section of the Proposal for which the Proposer is inquiring or seeking

clarification.

Any and all questions directed to the RFP Coordinator will be deemed to require an official response. In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, will be posted by May 6, 2015, in the form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhc.la.gov/>.

G. Changes to the RFP

LHC also reserves the right to amend, cancel or reissue the RFP at its discretion.

H. Contact Prohibitions

It is the express policy of the Corporation that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with Corporation staff or members of the LHC's Board of Directors regarding the RFP or the selection process. Any violation of this policy will be considered a basis for disqualification.

I. Definitions

1. **Corporation** – Any government, corporation, department, commission, institution, council, board, office, bureau, committee, agency, or other establishment of the executive branch of this State authorized to participate in a contract resulting from this solicitation.

2. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.

3. **Discussions** – For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

4. **Property Manager** – The person/entity assigned by the Contractor to be the on-site point of contact for day-to-day operation of the property.

5. **Proposal** – A response to a Request for Proposals.

6. **Proposer** – A firm or individual who responds to a Request for Proposals.

7. **Resident** – Anyone who resides or lives in a rental housing unit on the property.

8. **RFP** – A Request for Proposals.

9. **Shall, Must, Will** – Mandatory language denoting required action per R.S. 39:1556(24); a requirement that must be met without alteration.

10. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.

11. **State** – The State of Louisiana.

12. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

13. **Tenant** – A commercial or residential occupant of the property.

II. SCOPE OF SERVICES

A. Location

Work/delivery/service is to be performed, completed and managed at the following location:

- Willowbrook Apartments, located at 7001 Bundy Road in the eastern portion of New Orleans, Louisiana 70127.

B. Overview

Under the general direction of the Corporation, the Contractor will perform a wide range of activities relative to the management and lease of real property, rights-of-way and easements, including management of all aspects of State property leased for residential and commercial purposes, negotiation and management of contracts with maintenance, security and information technology providers and other consultants, and performance of related duties as assigned by the Corporation. The entity to which this contract is awarded will be required to provide the level of full-service, professional property management services necessary to maintain and preserve the Property. The services of the Contractor are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the Property in a manner that is comparable to, or better than, that generally found in other apartment complexes located in the New Orleans market. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices, and shall conform to all applicable codes and regulations.

The Contractor will maintain continuous, open communication with assigned LHC staff on all property-related issues, including conducting meetings and providing written reports on a monthly basis or such other reasonable schedule as may be determined by and between this Corporation and the Contractor.

The Contractor will develop and fully implement standard operating procedures, suitable to the Corporation, for the maintenance of the property and the management of leasing and other operations included in this RFP.

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting and contract review with LHC. This meeting shall include a review of all use rules and an introduction to the Corporation and appropriate staff members.

Unless otherwise determined, there shall be quarterly meetings for the duration of the contract for the following purposes:

- Review of property management progress and quality of work;

- Identification and resolution of any problems;
- Coordination of the efforts of all concerned so that services are rendered efficiently and effectively;
- Maintenance of a sound working relationship between the Contractor and LHC;
- Maintenance of a mutual understanding of the contract; and
- Maintenance of sound working policies and procedures.

The Contractor shall also make itself available to attend scheduled LHC Board of Directors Meetings at the request of Corporation staff.

C. Onsite Property Manager

The Contractor shall provide and maintain an Onsite Property Manager during full-time office hours, and as necessitated by schedule or otherwise advised by the Corporation, whose job duties shall include, but are not limited to:

1. Collecting tenant rent due from all occupied units, provide proper notification to tenants delinquent with payments, and maintain tenant files in a secure location, protecting privacy and confidentiality as per HUD standards. All resident files shall be subject to audit by agents of the Corporation, agents acting on behalf of the Corporation, agents of HUD programs or agents acting on behalf of HUD programs.
2. Arrangement, oversight of, or performance of the annual (or otherwise scheduled) eligibility determination/income recertification as it pertains to required income qualification for every tenant.
3. Arrangement, oversight of, and/or performance of the quarterly data submittal of tenant demographic and other information required by the Corporation or HUD in a manner and format requested by the Corporation.
4. Managing access to both the activity center and residential portions of the site, including:
 - a. supervision of any onsite security service; and
 - b. maintaining (or improving) at all times, the existing security system for the site, consisting of full access to bona fide residents, management staff, maintenance staff, and designated Corporation personnel; but clearance required for guests of residents and non-management personnel requiring access to the site, such as contractors or vendors, or any other visitor.
5. Providing for a simple, effective method of receiving documented resident requests for work orders, and to effectuate a fair procedure designed to provide accurate and timely responses to maintenance request work orders, and similar Corporation requests.

6. Acting as a point of contact to bona fide site residents, and to the Corporation, responsible for the accurate and timely dissemination of information, notices, flyers, promotional materials, public housing surveys, census surveys, Corporation directives, and HUD requirements, as they pertain to required notification for subsidized tenants.

7. Scheduling annual or semi-annual, or in accordance with a scheduled frequency dictated by tenant, non-compliance unit inspections for every occupied unit, verifying compliance of the condition of the unit.

8. Scheduling routine or required maintenance of unit of the property (such as maintenance required upon vacancy of a unit), ensuring compliance with HUD standards or standards established by the Corporation.

9. Providing, submitting, delivering or emailing to Corporation, timely, accurate monthly reports of standard requested information on lease up/vacancy percentages, resident activities, maintenance items, modernization status reports, special resident activities, or any other pertinent information.

10. Coordinating, or serving as a point of contact, for continuing efforts to provide social services for tenants, including coordination of, or serving in a liaison capacity for the tenants, to outside agencies and programs that would benefit tenants in need of such services.

11. Receiving and maintaining contact information – as provided and updated by residents – for the proper notification to tenants' family members or designated contacts, in cases of emergencies experienced by any resident.

12. Ensuring terms of lease agreement are being obeyed and tenant activity is compliant with lease agreement terms. Provide timely and accurate notification of tenant activities which are deemed lease violations.

13. Providing proper notification to tenants observed in conduct deemed to be in violation(s) of lease agreement. In addition, provide accurate notification to the Corporation, in a timely manner, when observing tenant(s) observed in conduct deemed to be in violation(s) of lease agreement, or upon receiving multiple written complaints or multiple written reports submitted by bona fide residents (tenants) of specified tenant activities deemed to be in violation(s) of lease agreement.

14. Maintaining continuous communication with assigned Corporation staff on all property related issues.

D. General Administrative Functions

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Contract including but not limited to:

1. Providing written monthly budget reports to LHC within ten (10) working days of the end of each month and, when necessary, developing plans to address any possible funding shortfalls.

2. Providing written monthly reports to LHC within ten (10) working days of the end of each month, including a precise description of operations and services provided to the complex, including all systems and equipment, number of employees/subcontractors involved, the costs incurred and any compliance issues.

3. Establishing and maintaining orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the Property and the operation and maintenance thereof, which LHC, Corporation's accountants and representatives may review at any time.

4. Establishing, subject to LHC's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a local bank for the purpose of maintaining funds available for Property Manager's payment for supplies, equipment and services associated with maintaining and repairing the property.

5. Hiring, or causing to be hired, discharging, paying and supervising such employees as property manager deems reasonably advisable for the operation and management of the project, including preparing the forms, reports and returns required and obtaining the insurance or surety bonds required in connection with employment and personnel, including, without limitation, unemployment insurance, worker's compensation insurance and benefits, disability benefits and Social Security, and submitting to LHC copies of all policies and proof of paid premiums. All job-site notices for personnel shall be posted as required by law, and all personnel so hired shall be employees of the Property Manager.

6. Maintaining a log of all hours of work completed by all employees and subcontractors and reviewing said log for accuracy, along with all bills received for services, work, and supplies ordered in connection with maintaining and operating the Property, and causing such bills and amounts owed to be paid from funds deposited in a segregated Operating Expense Account established for this purpose.

7. Reviewing property-related service contracts and making recommendations to LHC on when such contracts should be rebid and developing and implementing bid packages for such service contracts.

8. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by LHC.

9. Preparing and implementing a five-year Capital Repair and Improvement Plan.

10. Negotiating and reviewing contracts to be entered into by the Property Manager, with the prior written consent of LHC, for capital repairs and improvements to the complex, supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts.

11. Engaging, as necessary and with LHC's prior written consent, architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the Property.

12. Making all such remittances as may be agreed upon by the Corporation and the Contractor, including, but not limited to, mortgage payments, taxes, assessments and insurance premiums as related to the premises.

13. Promptly notifying LHC upon learning of any of the following events: default under any mortgage or deed of trust encumbering the Property; filing of any lien against the Property; material noncompliance with any federal, state or local law, ordinance or regulation; commencement or termination of any lawsuit against the Corporation or the Property; cancellation or nonrenewal of any insurance coverage; or any other circumstance which, either in amount or time or otherwise, may potentially affect the Property.

14. Develop inventory tracking system for equipment and supplies belonging to the premises, whether owned, loaned, leased, or rented.

15. Develop and maintain an Emergency Preparedness plan on hand in the event of fires, floods, earthquakes, and other unforeseen emergencies that may potentially apply to the region. Tenants need to know not only how to evacuate the building, but also what to do in cases where they must remain in the building as a disastrous event occurs (such as a rail car or plant spill). In addition to outlining what residents should do in case of emergency, management company will also need a solid plan of action for management team and/or other responsible parties. The property manager should know what tasks must be performed and who is responsible for completing them.

E. Operating Budget

Property Manger must be responsible for the preparation of, and if necessary, revisions to the operating budget for the Property. This responsibility will include obtaining necessary approvals for an operating budget and submittal of a resolution to Corporation's staff for approval.

F. Physical Property Maintenance

The Contractor will be responsible for regularly assessing the physical condition of the property and its systems, developing and implementing preventative maintenance plans satisfactory to LHC, and establishing capital plans as necessary to maintain, preserve, and keep the premises in good repair and condition.

General responsibilities for maintenance of the physical property shall include but not be limited to the following:

1. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance plans.

2. Maintaining the apartment complex in such condition as required by this RFP and as otherwise may be deemed advisable by the Corporation, including preventative maintenance on the Premises and its equipment, painting, interior and exterior cleaning, causing routine repairs and incidental alterations of the complex to be made, including but not limited to electrical, plumbing, steam-fitting, carpentry, masonry, and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the complex. Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturers' recommendations and standards.

3. Causing the Premises and all rental units as well as all improvements and personal property of the Corporation located at the Premises (including, without limitation, appliances, carpeting, decorating items, recreational facilities, roofing, paving and landscaping, parking area, plumbing, electrical, heating, ventilating, air conditioning and other systems) to be maintained in good condition and repair; provided, however, that Contractor shall follow the Corporation Procurement Procedures in securing approval of all expenditures not listed as a budget item, (which expenditures shall be made, if at all, by Corporation) except for emergency repairs and monthly or recurring items previously approved by Corporation.

4. Assessing the conditions of the property and its systems and reviewing all existing warranties, manufacturers' instructions, and other contracts within the first thirty (30) days of the contract, and then formulating a preventative maintenance schedule in accordance with said manufacturers' recommendations.

5. Soliciting contracts for any necessary equipment maintenance, electricity, water, utilities, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, fire alarm testing/inspection and other services as are approved in the annual budget for the Project, so long as the Contractor complies with Corporation Procurement Procedures.

6. Ensuring that maintenance and repairs are performed by trained, qualified technicians, licensed as necessary.

7. Ensuring that any equipment to be replaced shall be new or remanufactured and shall

be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. Property Manager shall submit any proposed purchases to LHC for its review and approval prior to purchase.

8. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to LHC if found defective during that time.

9. Maintaining inventory, supplies and spare parts list.

10. Responding daily to maintenance problems identified by tenants.

11. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis, including emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.

12. Maintaining work order and maintenance scheduling and tracking systems.

13. Maintaining all as-built and other schematic drawings as well as all site and/or equipment manuals.

14. Providing updates of all changes to existing wiring diagrams and drawings for all existing systems as well as any systems that are added to the building. Drawings and diagrams are to be in compliance with accepted drafting standards.

15. Specific areas of facility maintenance and management services shall include, but are not limited to the following:

a. Structures

- 1) Interior walls, ceilings and floors
 - a) Painting
 - b) Routine repairs
 - c) Unit preparation between tenants
- 2) Exterior walls, roofing and foundations
 - a) Cleaning
 - b) Painting
 - c) Repairing and replacing, as needed
- 3) Fire Alarm and Fire Suppression Systems
- 4) Plumbing
- 5) Electrical and Lighting Systems

b. Grounds

- 1) Landscape
 - a) Lawn maintenance
 - b) Tree, shrub and other plant maintenance

- 2) Hardscape
 - a) Parking Lots
 - b) Sidewalks
 - c) Patios
 - 3) Fences and Walls
 - 4) Commons Areas
 - 5) Garbage, Trash and Debris Removal
- c. Other
- 1) Pest Management
 - 2) Safety and Security
 - 3) Quarterly site inspections, including documentation and verification thereof

G. Leasing Operations

The Contractor will be responsible for all activities and functions normally associated with the leasing of multifamily rental housing units. Leasing operations shall include but not be limited to the following:

1. Establishing rental guidelines in compliance with current HUD restrictions on the property and complying with all provisions of law prohibiting discrimination in housing. (Contractor shall notify the Corporation of compliance concerns.)
2. Preparing vacant units for rental, unless otherwise notified by the Corporation.
3. Showing vacant units of the Property to prospective tenants.
4. Obtaining written rental applications from prospective tenants, conducting background investigations and checking credit ratings of prospective tenants.
5. Making reasonable efforts to keep premises rented at full capacity.
6. Renting the units of the Property to tenants pursuant to written Agreements on such terms and conditions as may reasonably be set forth by the Corporation, and in connection therewith, executing leases, including modifications and extensions thereof, on behalf of the Corporation; provided, however, that the initial term of any such lease shall not exceed one year nor shall more than one month's rent be received in advance; all written leases or rental agreements shall be approved by the Corporation prior to use by Contractor.
7. Collecting, demanding, requesting and receipting for rentals, deposits, vending machine income, and all other charges due from tenants, commercial and residential, which payments shall be made by check or money order, if possible, and compromising accounts and disputes with tenants on such terms as Contractor deems reasonably advisable.
8. Terminating tenancies and signing and serving in the name of the Corporation such

termination notices and related notices as Contractor deems reasonably advisable; evicting tenants and recovering possessions of premises on such terms and to such extent as Contractor deems reasonably advisable.

9. Depositing all security deposits in the Operating Expense Account, unless otherwise required by law or unless required to accrue interest for the benefit of tenants; and, if required by law, maintaining security deposits in a separate local bank account in the name of the Corporation, and returning all security deposits as and when required by law or by contract.

10. Suing for and recovering rents and other sums which may be due and payable, and settling, compromising and dismissing the suits as Contractor deems reasonably advisable.

H. Tenant Guidelines

Willowbrook Apartments must comply with the following tenancy restrictions:

1. Eighty units in the Property shall be maintained for families and individuals with adjusted annual gross incomes at or below 80% of the area median income.
2. Thirty units in the Property shall be maintained as Permanent Supportive Housing Units under a three-year contract with the Louisiana Housing Authority.

I. Tenant Relations

The Contractor shall be held generally responsible for maintaining good, professional relationships with tenants to the extent that unit turnover is held to a minimum. Additional resident services are encouraged for the purpose of enhancing the quality of life experienced on the premises by the residents.

III. PROPOSAL INFORMATION

A. Original

Completed Proposals, containing all information specified in “*Section IV - Response Instructions*” below, and bearing original signatures of authorized representatives of the Proposers, must be submitted in hard copy (printed) form. Facsimile or email submissions will not be accepted.

B. Corporate Requirements

Proposers must be registered entities under the laws of the State of Louisiana and certified to conduct business in the State of Louisiana, pursuant to R.S. 12:301-302, by the Louisiana Secretary of State, prior to entering into a contract with LHC.

C. Validity

All proposals shall be considered valid for acceptance until such time as an award is made unless the Proposer provides for a different time period within its proposal. However, the Corporation reserves the right to reject a Proposal if the Proposer’s acceptance period is unacceptable to the Corporation and the Proposer is unwilling to extend the validity of its Proposal.

D. Content

Evaluation of Proposals shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the RFP.

Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the Proposer. Failure to include these requirements in a Proposal shall result in rejection of the Proposal.

E. Errors and Omissions

Patent errors in proposals or errors in proposals supported by clear and convincing evidence may be corrected, if such correction does not prejudice other bidders. A request to correct an error after the deadline for submission of a proposal must be made within three business days after submission deadline, and supported in writing under signature of an authorized representative. The Corporation will not be liable for any error in any Proposal. The Corporation, at its option, has the right to request clarification and/or additional information from Proposers.

F. Waiver of Minor Administrative Informalities

The Corporation reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

G. Withdrawal

Any submitted Proposal may be withdrawn at any time but no later than three (3) business days after the date specified above as the deadline for submitting proposals. In order to effectuate the withdrawal of a Proposal, a written request for withdrawal signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

H. Rejection

The issuance of this RFP in no way constitutes a commitment by the Corporation to award a contract. The Corporation reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Corporation to do so.

I. Negotiation

The Corporation may enter into negotiation with Proposers as may be necessary or appropriate to refine the scope of services, fee arrangements, or any other aspect of the services to be provided pursuant to this RFP.

J. Ownership

All proposals submitted will be retained by the Corporation and not returned to Proposers, and all materials (paper content only) submitted in response to this RFP become the property of the Corporation, excluding copyrighted material. Selection or rejection of a response does not affect this right.

K. Cost of Preparation

The Corporation is not liable for any costs incurred by Proposers or prospective Contractors prior to the initiation of a Contract between the parties. Costs associated with developing proposals, preparing for oral presentations, and/or any other expenses incurred by Proposers in responding to this RFP are entirely the responsibility of the Proposers and shall not be reimbursed in any manner by the Corporation.

IV. RESPONSE INSTRUCTIONS

A. Proposal Submission

Proposals must be received in printed form (hard copy) by the Corporation on or before the date and time specified above as the deadline for submitting proposals. Proposers should allow sufficient mail delivery time to ensure receipt of proposals by the specified deadline.

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier to:

Louisiana Housing Corporation-Industriplex Office
11637 Industriplex Boulevard
Baton Rouge, LA 70809
ATTN: Victoria Hilton
Re: Response to RFP for Property Management-Willowbrook Apartments

The outside of the envelope, box or package must be CLEARLY MARKED with the following information and format:

Proposal Name: Proposal for Property Management for Willowbrook Apartments
Proposal Submission Deadline: May 22, 2015

Proposer is solely responsible for ensuring that its courier makes inside deliveries at the physical location. Proposals MAY NOT be delivered by facsimile transmission or any other electronic telecommunications means. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal submission deadline shall result in rejection of the proposal.

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract resulting from this RFP. Seven (7) additional copies of the Proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section IV(E) - Trade Secrets and Confidential and Proprietary Information* for details).

C. Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

1. A current corporate officer, partnership member, or other individual specifically

authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;

2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or

3. An individual identified in other documents conferring the appropriate authority which are acceptable to the Corporation.

D. Clarity

Each Proposer is responsible for the accuracy and completeness of its proposal. Proposals must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While Proposals prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of Proposers' abilities to meet the requirements of the RFP.

E. Trade Secrets and Confidential and Proprietary Information

For purposes of this RFP, provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that, while trade secrets and other proprietary information submitted in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by Proposers at the time of submission of Technical Proposals. Proposers should refer to the Louisiana Records Act for further clarification.

The designation of certain information as a trade secret and/or privileged or confidential, proprietary information shall only apply to the technical portion of a proposal. Cost proposals will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Proposer must clearly designate the portion of the proposal containing a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of its proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from

any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

The Corporation reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the proposal. The Corporation shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

If a proposal contains confidential information, a redacted copy of the proposal should also be submitted. If a redacted copy is not submitted with the proposal, its submission will be required within 48 hours of notification from the legal staff of the Louisiana Housing Corporation. The cover of a redacted copy should be clearly marked as such – “REDACTED COPY” – to avoid having it reviewed by an evaluation committee member. The redacted copy should also state which section(s) or information has been removed.

F. Changes to Proposals

If prior to the deadline for submitting Proposal a Proposer needs to submit changes or addenda to its Proposal, such changes or addenda shall be submitted in writing to the Corporation, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed cross-referenced by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

G. Written or Oral Presentations/Discussions

Written and/or oral discussions may be conducted by the Corporation with Proposers submitting proposals determined to be reasonable choices for selection and contract award; however, the Corporation reserves the right to enter into a contract without further discussion of proposals submitted, based on initial offers. Any commitments or representations made during such discussions, if conducted, may be formally recorded in the final contract. Written and/or oral discussions/presentations for clarification may be conducted in order to enhance the

Corporation's understanding of any or all of the Proposals submitted. A contract may, however, be awarded without such discussions.

H. Certification of OMB A-133 Compliance

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

V. CONTRACT TERMS & REQUIREMENTS

A. Contract Negotiations

If, for any reason, the Proposer most responsive to the Corporation's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the Corporation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

B. Non-Negotiable Contract Terms

Non-negotiable contract terms shall include, if applicable, but not be limited to taxes, insurance, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

C. Contract Award and Execution

The Corporation intends to award a single contract to a single Proposer. The Corporation reserves the right to enter into an Agreement, without further discussion of proposals submitted, based on initial offers received. This RFP, including any addenda, along with the selected proposal, will become part of any contract awarded by the Corporation.

Proposed terms will be negotiated before a final contract is executed. Mandatory terms and conditions are not negotiable and will not be negotiated. Proposers are discouraged from submitting their own standard terms and conditions with their Proposals. If the contract negotiation period exceeds thirty (30) days, or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery, the Corporation may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

D. Notice of Intent to Award

After review and approval of the Proposal recommended for award by the Louisiana Housing Corporation ("LHC") Board of Directors, LHC will issue a *Notice of Intent to Award* to the selected Proposer.

LHC will also notify all unsuccessful Proposers as to the outcome of the selection process.

E. Terms of Contract

The initial term of contract shall be for a three (3)-year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation, for a one-year period. The contract can be extended a maximum of two times. Therefore, the maximum anticipated contract term is five years, and all Proposals should reflect services in anticipation of a maximum contract term.

F. Ownership

All records, reports, documents and other material delivered or transmitted to the selected proposer by Corporation shall remain the property of the Corporation, and shall be returned by the selected Proposer to the Corporation, at the selected Proposer's expense, at termination or expiration of this Contract. All LHC records, reports, and documents related to this Contract and/or obtained or prepared by the selected Proposer in connection with the performance of the services contracted for herein shall become the property of the Corporation, and shall, upon request, be returned by the selected Proposer to the Corporation, at the selected Proposer's expense, at termination or expiration of this Contract.

G. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and/or any federal auditors with the authority to audit the Corporation shall have the option of auditing any accounts of the selected proposer which relate to this Contract.

H. Fiscal Funding

The continuation of any Contract under this RFP may be contingent upon the appropriation of funds by the Corporation to fulfill the requirements of the Contract. If the Corporation fails to appropriate sufficient monies to provide for the continuation of the Contract, the Contract shall terminate on the last day of the fiscal year for which funds have been appropriated. Such termination shall be without penalty or expense to the Corporation except for payments that have been earned prior to the termination date.

I. Discrimination Clause

The selected proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the selected proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The selected proposer agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, sexual orientation or disabilities. Any act of discrimination committed by the selected proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

J. Records Retention

The selected proposer agrees to follow all state and federal records retention policies and will transfer any stored records to the LHC if requested upon termination of any Contract which results from this RFP.

K. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The Proposer's inability or unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be result in Proposal being rejected and returned as nonresponsive without review.

The selected Proposer shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract. Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Contractor shall maintain limits no less than:

1. **Commercial General Liability:** One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

2. **Automobile Liability:** One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.

3. **Workers' Compensation and Employers' Liability:** Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and workers' compensation insurance must be in amounts and of a scope reasonably satisfactory to Corporation.

4. **Errors and Omissions Insurance:** Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.

5. **Blanket Crime Insurance:** Which includes Employee Dishonesty coverage, naming

the Corporation as “Loss Payee”; and

6. Fidelity Bond: Within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

L. Confidential and Proprietary Information

All financial, statistical, personal, technical and/or other data and information relating to LHC’s operation which are designated as confidential by the Corporation and made available to the Contractor for the fulfillment of this contract, or which become available to the Contractor in the process of fulfilling this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and/or information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided to the Contractor, in writing, by the State. If the methods and procedures employed by the Contractor for the protection of the Corporation’s data and information are deemed by LHC to be adequate for the protection of its confidential information, such methods and procedures may be used, with the written consent of the Corporation, to fulfill the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the contractor outside the scope of the Contract, or is rightfully obtained from third parties.

Under no circumstances shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval from LHC.

M. Prime Management Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in its Proposal, whether or not they are produced or provided. The Corporation shall consider the selected Proposer to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

N. Use of Subcontractors

The selected Proposer shall serve as the single prime contractor for all deliverables and work performed pursuant to the terms of the entire contract. This general requirement notwithstanding, the Contractor may enter into subcontractor arrangements. Proposals may be submitted which identify subcontract(s) with others provided the selected prime contractor acknowledges total responsibility for the entire contract.

Should it be necessary for the prime contractor to use subcontractors, the Corporation urges the

prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the Corporation.

Information required of the prime contractor under the terms of this RFP shall also be required for each subcontractor, and any and all subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance with the terms of the entire contract.

O. Billing and Payment

Billing and payment terms shall be negotiated with the selected Proposer.

P. Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Contractor is responsible for ensuring that all subcontractors and Project Sponsors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

VI. PROPOSAL FORMAT

Proposals submitted for consideration must adhere to the following format/order of presentation:

A. Cover Letter

The cover letter should exhibit the Proposer's understanding of and approach to the project. It should contain a substantive summary of the Proposer's ability to perform the services described in the RFP and confirm that the Proposer is willing to perform those services and enter into a contract with the Corporation.

The cover letter should also:

- Clearly identify the submitting Proposer;
- State the name, title, physical address, mailing address, telephone number, fax number and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- State the name, title, physical address, mailing address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents

The Table of Contents must be organized in the order cited in the requested proposal format.

C. Proposal Elements

1. Qualifications and Experience

The Proposal must provide the history and background of the Proposer, evidence of its financial strength and stability [including financial statements, annual reports and/or similar data for the last three (3) years], the physical location of its corporate office, a description of related services provided to other government entities, evidence of existing customer satisfaction, a demonstrated volume of merchants, and other substantiating evidence, as appropriate.

2. Financial Proposal

- a. The financial portion of the proposal shall include any and all costs the Proposer desires to have considered in any contractual arrangement with the Corporation.
- b. Please include an organizational chart for all staff necessary for the

performance of the duties listed in this RFP. For all staff declared in the organizational chart, provide a schedule of wages and salaries.

c. Proposers must submit the expected Management Fees, as a percentage of gross rental receipts.

d. All cost associated with any proposed services for the implementation and administration of any contract ensuing from this RFP, including, but not limited to, the provision of all deliverables and other goods and services outlined in this RFP shall be included and clearly defined as operating costs.

e. Prices proposed shall be firm for the duration of any ensuing contract. Consumer Price Indexing (CPI) increases in rates, or other proposed escalations in costs for all services provided by the Contractor must be clearly defined and accounted for in the submitted proposal.

f. Operational projections shall include:

1) An operational cost for the first year of the contract, which shall include projections for all necessary management, staffing and overhead, for management of the property for:

- a) 6 months;
- b) 12 months; and
- c) 2 years.

2) The expected "Management Fee" presented as a percentage of gross rental receipts.

g. Supplemental Management Fees. In the case of a natural disaster or other disaster such as a fire that generates real property damages in excess of one hundred thousand dollars (\$100,000.00), the Corporation and Contractor shall meet and re-negotiate a fee structure agreeable to both parties for an interim recovery period. Additional compensation may be given to the Contractor, depending on the necessary Property Management/Maintenance and/or Project Management/Maintenance services.

h. *Taxes* -- Any taxes other than State and Local Sales and Use Taxes, from which the State is exempt, shall be assumed to be included in the Proposer's costs.

i. *Other* -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be considered by the Corporation shall be submitted in the proposal.

j. Each Financial Proposal must also include a detailed listing of all expenses or

fees that the Proposer deems as Additional Services which are to be paid directly to a subcontractor. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. If periodic building-related services (e.g. electricians, plumbers, etc.) are to be provided by subcontractors, a list must be provided that includes titles and respective hourly rates. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Management Fee.

3. Technical Proposal

Each Proposal shall address how Proposer will meet all the requirements of this RFP, with particular attention paid to the following elements:

a. Information demonstrating the Proposer's understanding of the nature and scope of this project.

b. Information demonstrating staffing capabilities sufficient for the fulfillment of a management contract ensuing from this RFP, including:

1) The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.

2) The level of staff to be assigned to this project.

3) The composition of the staff team to be dedicated to this assignment, including:

a) The names of the employees in the area responsible for this contract (identified staff must have direct property management related experience).

b) The function in the company, title, and number of years of service with the Proposer's firm of each named employee.

c) Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experience deemed relevant to the type of work to be undertaken.

d) The name of the person designated as the "Project Leader," who will be responsible for the coordination of the work efforts of the other individuals. Information to be provided regarding the project leader must include:

i. Length of career in providing Property Management Services

ii. Professional designations

iii. Number and size of properties managed in the last three years

e) The anticipated volume of work to be performed directly as well as that to be subcontracted. When any subcontractor will be used in a particular discipline, the subcontractor's qualifications should be described in detail.

c. References (at least three) documenting Proposer's experience, including the following information for all property management services provided over the last three years or currently in progress:

1) Identification of each reference, including name, title, company name, telephone number(s) and other contact information.

2) A list of all rental housing complexes where the Proposer is the Property Manager, highlighting those properties which have leases with the State of Louisiana or other government organizations.

3) A list of the Proposer's notable accomplishments, including the name of the entity or company served, the transaction size, the level of difficulty, and dates from onset to conclusion.

4) Team personnel assigned to each of the complexes listed.

4. Innovative Concepts

A presentation of innovative concepts, if any, that clearly demonstrates proposer's understanding of the Corporation's management scheme and relating a unique approach to achieve the desired results of high occupancy and low turnover, may be submitted for consideration.

5. Deliverables

Proposed deliverables should be described in detail along with how the proposed deliverables will be provided.

6. Supplementary Information

Any appropriate information necessary to demonstrate the Proposer's qualifications and experience, including business and/or personal references, should also be included.

LHC reserves the right to request any additional information pertaining to the Proposer's ability,

qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

7. Miscellaneous

Any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the Corporation to consider, should be submitted in detail.

VII. EVALUATION AND SELECTION PROCESS

An evaluation team will evaluate all Proposals and determine which proposals are reasonable choices for selection and contract award. If required, written or oral discussions may be conducted with any or all of the Proposers to assist in making a final determination. If such interviews are conducted, the Corporation's appraisals of the presentations will also be factored into the final scores assigned to the proposals. However, Proposers are advised that award may be made without interviews or further discussion. The evaluation team may reject any or all proposals if none is considered in the best interest of the Corporation.

The Evaluation Team will use a point system to create a list of Proposals in ranked order. Up to 100 points can be awarded to the proposal identifying approach and scope of services, experience, and organizational staffing and management. Financial Proposals will be evaluated separately by the evaluation team and can be awarded up to 50 points.

A written recommendation for award will be made to the LHC's Board of Directors for the Proposer whose proposal, conforming to the RFP, provides the proposal best suited to meet the Corporation's requirements and needs for the management of the Property.

Proposals will only be evaluated based upon material and substantiating evidence presented to the Corporation and not on the basis of anything that may be inferred. Entities unable to demonstrate, to the satisfaction of the Evaluation Team, the necessary expertise and experience to complete the scope of services within the necessary time frames will not be considered.

Each Proposal will be evaluated using the criteria detailed below.

A. Technical/Management Proposal: 100 points

1. Approach and Scope of Services: 50 points

- a. Proposal is complete and follows the outline in Section VI Proposal Format of this RFP.
- b. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for managing this property.
- c. Quality, clarity and thoroughness of scope of services, including the extent to which alternative approaches/tasks will achieve objectives, demonstrate a thorough understanding of the principles of property management.
- d. Quality, clarity and completeness of the sample (or actual, if available) property management manual indicates a practical application of the principles of property management.

- e. Proximity of Proposer's principal office to the Property and LHC.
- f. Innovative concepts.

2. Experience: 30 points

- a. Quality, extent and relevance of Proposer's operational experience (including subcontractors) in conducting all facets of property operations.
- b. Quality, extent and relevance of Proposer's property management experience (including subcontractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP.
- c. Quality, extent and relevance of experience, education and training of key personnel (including subcontractors).
- d. References support Proposer's claims relative to:
 - 1) Proposer's service capability, reputation, facilities, equipment and past performance.
 - 2) Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities.

3. Organization, Staffing and Management Plan: 20 points

- a. The project organization and management plan provides detailed descriptions and indicates high quality management skills and expertise.
- b. Extensive provisions are included for successful, timely and fully compliant program implementation as evidenced by the:
 - 1) Plan for controlling the effort.
 - 2) Coordination of subcontractors, joint ventures or teaming arrangements.
 - 3) Plan for phasing personnel into the effort.
 - 4) Quality of interaction and coordination with the LHC.
 - 5) Reporting methodologies.

B. Financial Proposal: 50 points

The pricing proposal will be evaluated for reasonableness of cost for the total effort. It may also serve as the basis for subsequent negotiations of price if necessary. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.